

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

BLUE RIVER INFORMATION
TECHNOLOGY, LLC
1560 Wilson Boulevard, Suite 900
Arlington, Virginia 22209

Plaintiff,

vs.

KOMIA LLC d/b/a KOMIA
MANAGEMENT CONSULTING
3523 McKinney Avenue, Suite 525
Dallas, Texas 75204

Serve On:

Dennis R. Cail, II, Registered Agent
100 Crescent Court, Suite 700
Dallas, Texas 75201

Defendant.



1:12 cv 549 206/IDD

COMPLAINT

Plaintiff Blue River Information Technology, LLC, by its undersigned counsel, Shulman, Rogers, Gandal, Pordy & Ecker, P.A., hereby sues Defendant Komia LLC d/b/a Komia Management Consulting, and for a cause of action states:

PARTIES

1. Plaintiff Blue River Information Technology, LLC ("Blue River") is a limited liability company qualified to conduct business in the Commonwealth of Virginia.

2. Defendant Komia LLC d/b/a Komia Management Consulting ("Komia") is, upon information and belief, a company qualified to conduct business in the State of Texas.

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332.
2. Blue River and Komia are citizens of different states and the amount in controversy exceeds \$75,000.00.
3. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(a).

Count I
(Breach of Contract)

4. The allegations set forth in the foregoing paragraphs are incorporated by reference in this Count as if fully set forth herein, except as inconsistent herewith.

5. Pursuant to a Purchase Order dated October 13, 2011 (“Contract”), Blue River agreed to provide computer equipment and technology services for Komia. A true and accurate copy of the Contract is attached hereto as **Exhibit 1**.

6. Blue River has fully and satisfactorily performed all of its obligations under the Contract and otherwise satisfied all express conditions precedent to receiving payment.

7. Blue River provided Armstrong with invoice number 1619 (“Invoice”) for the computer equipment and technology services Blue River provided to Komia pursuant to the Contract. A true and accurate copy of the Invoice is attached hereto as **Exhibit 2**.

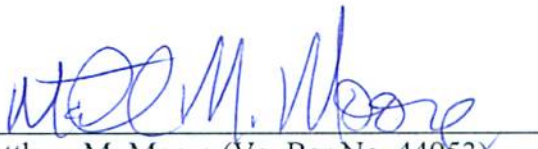
8. Despite Blue River’s demand for payment owed, Komia has failed and refused to make payment to Blue River.

9. As a direct result and proximate cause of Komia’s breach of the Contract, Blue River has suffered direct pecuniary damages in the amount of One Hundred Eighty One Thousand and 69/100 Dollars (\$181,000.69).

WHEREFORE, Plaintiff Blue River Information Technology, LLC respectfully requests that this Court:

- A. Enter judgment in favor of Plaintiff Blue River Information Technology, LLC and against Defendant Komia LLC d/b/a Komia Management Consulting as to Count I of the Complaint in the amount of One Hundred Eighty One Thousand and 69/100 Dollars (\$181,000.69), plus pre-judgment interest through and including the date of entry of judgment, and court costs; and
- B. Grant Plaintiff Blue River Information Technology, LLC such other relief as may be appropriate.

BLUE RIVER INFORMATION
TECHNOLOGY, LLC
By Counsel



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